

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

STEPHANIE MANTOUVALOS,

Plaintiff,

v.

DIANE MANTOUVALOS and
PAULA MANTOUVALOS,

Defendants

Docket No. 1:14-cv-10067

COMPLAINT

I. Parties.

1. The Plaintiff, Stephanie Mantouvalos ("Stephanie") is a natural individual who resides in Myrtle Beach, South Carolina.
2. The Defendant, Diane Mantouvalos ("Diane"), is a natural individual who resides at 475 Brickell Avenue, Apartment 2810, Miami, Florida 33131-2596.
3. The Defendant, Paula Mantouvalos ("Paula"), is a natural individual who resides at 105 Pacella Park Drive, Randolph, Massachusetts, 02368-1765.

II. Jurisdiction.

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332.
5. The amount in controversy in this matter exceeds \$75,000.
6. Venue is proper under 28 U.S.C. § 1391(b)(1).

III. Facts.

7. On or about November 22, 2005, Sun Life Assurance Company of Canada brought a Complaint against Stephanie, Diane, and Paula in this court, Sun Life v. Mantouvalos, 1:05-cv-12342-JLT ("the Sun Life case").

8. On or about June 1, 2006, Stephanie, Paula, and Diane entered into a settlement agreement ("the Agreement").
9. A true and accurate copy of the Agreement is attached as Exhibit 1.
10. The Agreement provides in part: "The property located in Greece shall be sold as soon as possible and listed with a licensed broker. Any of the heirs may purchase the Greece property at fair value." Exhibit 1, ¶ 2.
11. On or about June 19, 2006, the Sun Life court granted the parties' motion to approve the Settlement Agreement (Docket No. 63).
12. Since the Agreement was signed, Stephanie has worked to sell the Greece property.
13. In or around January 2013, Paula ceased working with Stephanie to sell the Greece property.
14. Diane failed to do what was necessary to sell the Greece property to at least two prospective buyers in 2007 and 2009.
15. In 2007, when there was an interested buyer, the Greece property was valued at approximately €600,000.
16. Had the property been sold at that price, after taxes and fees, and after splitting the proceeds, Stephanie would have received approximately \$175,000.
17. Diane breached the Agreement in or around February 2008 when she represented that she had sent a power of attorney to her Greek counsel when she in fact had not done so.
18. Diane breached the Agreement in April 2010 when it became apparent that she was not working with Stephanie and Paula to sell the Greece property.
19. The lapse of time in selling the Greece property has caused it to dwindle in value due to various factors including without limitation increasing taxation, Greek attorneys' fees, neglected maintenance and upkeep, and devaluation of the U.S. Dollar versus the Euro.

IV. Claims for Relief.

1. Breach of Contract.

- 20. The Plaintiff realleges all foregoing paragraphs.
- 21. The parties entered into the Agreement at the conclusion of the Sun Life case.
- 22. Stephanie has performed her obligations under the Agreement.
- 23. Diane and Paula have breached their obligations under the Agreement.
- 24. As a result of the Defendants' breach, the Plaintiff has been damaged.

2. Breach of the Covenant of Good Faith and Fair Dealing.

- 25. The Plaintiff realleges all foregoing paragraphs.
- 26. The parties entered into the Agreement at the conclusion of the Sun Life case.
- 27. Diane and Paula have breached their obligations under the Agreement.
- 28. As a result of the Defendants' breach, the Plaintiff has been denied the benefit of her bargain and damaged.

V. Requests for Relief.

1. Monetary Damages.

The Plaintiff requests that this Court award monetary damages on her claims.

2. Costs.

The Plaintiff requests her costs pursuant to Fed. R. Civ. P. 54(d).

3. Attorneys' Fees.

The Plaintiff requests her attorneys' fees.

4. Other Relief.

The Plaintiff requests any other relief that this Court deems just and proper.

VI. Jury Demand.

The Plaintiff requests a jury trial on all issues so triable.

Respectfully submitted,

STEPHANIE MANTOUVALOS,

by her attorney,

/s/ Patrick M. Groulx

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